

GREENBERG TRAURIG, LLP
Howard J. Berman
200 Park Avenue
New York, New York 10166
(212) 801-9200

Attorneys for Wipro Limited and Wipro Inc.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
:
LEHMAN BROTHERS HOLDINGS INC., *et al.* : Case No. 08-13555 (JMP)
:
Debtors. :
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**OBJECTION OF WIPRO LIMITED AND WIPRO INC.,
TO DEBTORS' PROPOSED CURE AMOUNT**

Wipro Limited and Wipro Inc., (collectively, “Wipro”), by its attorneys, Greenberg Traurig, LLP, hereby submits this objection (the “Objection”) to the Debtors’ proposed cure amount with respect to the assumption and assignment of certain agreements. In support of this Objection Wipro respectfully represents:

1. Wipro is a party to that certain Amended and Restated Master Agreement for Development, Maintenance, Infrastructure and other Information Technology Services, dated August 13, 2007 (including all supplements, amendments, addendums, statements and schedules relating thereto) (the “Wipro Contracts”) with Lehman Brothers Inc. and Lehman Brothers Holdings Inc. (collectively, the “Debtors”).

2. Wipro provides application development, quality assurance and infrastructure support related information technology services to the Debtors. These services are provided using both Time & Materials (T&M) and Fixed Price (FP) models. The application development services are mainly development projects related to web based applications, people-soft

applications and similar software. The infrastructure services support the maintaining of operating systems, databases and other kinds of critical administration work. The quality assurance services being provided include manual, functional, automation and regression testing services for the technology systems being used by the Debtors.

3. On or about September 20, 2008, the United States Bankruptcy Court for the Southern District of New York entered the *Order Under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004, and 6006 Authorizing and Approving (A) the Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Leases* [Docket No. 258] (the “Sale Order”).¹ The Sale Order provided, *inter alia*, for the assumption and assignment of the Wipro Contracts in connection with the transfer of the Purchased Assets by the Purchaser, and set October 3, 2008, as the deadline to object to the proposed cure amount.

4. As of September 19, 2008, the Debtors asserted, pursuant to the list of IT Closing Date Contracts, that the proposed cure amount owing under the Wipro Contracts was \$2,229,070.31. Subsequently, on October 1, 2008 the Debtors revised the proposed cure amount to \$1,360,881.63.

5. Wipro objects to the Debtors’ proposed cure amount because, according to Wipro’s books and records, the total amount outstanding under the Wipro Contracts is \$3,560,090.34 (the “Wipro Cure Amount”). The Wipro Cure Amount is based on the following services that were rendered by Wipro to the Debtors:

- a. \$2,378,786.32, which is due and owing for services rendered from March 2008 through and including August 2008;
- b. \$448,918.50, which is due and owing for services rendered from September 1, 2008 through and including September 14, 2008;

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Order.

- c. \$291,576.66, which is due and owing for services rendered from September 15, 2008 through and including September 22, 2008;
- d. \$312,629.41, which is due and owing for services rendered from September 23, 2008 through and including September 30, 2008;
- e. \$128,179.45, which is due and owing for services rendered from October 1, 2008 through and including October 3, 2008; and
- f. An undetermined amount for the services to be rendered for the balance of October 2008 which will be invoiced in the ordinary course on or about October 31, 2008.

6. Copies of invoices and statements calculating the Wipro Cure Amount are annexed as Exhibit A. Copies of the Wipro Contracts are attached as Exhibit B.

7. Wipro reserves all of its rights and remedies, including, without limitation, the right to assert additional amounts that may be due under the Wipro Contracts.

WHEREFORE, Wipro respectfully requests that an order be entered (a) determining that the cure amount for the Wipro Contracts is \$3,560,090.34, and (b) granting Wipro such further relief as may be proper.

Dated: New York, New York
October 3, 2008

Respectfully submitted,
GREENBERG TRAURIG, LLP

By: /s/ Howard J. Berman
Howard J. Berman
200 Park Avenue
New York, New York 10166
Tel: (212) 801-9200
Fax: (212) 801-6400
Attorneys for Wipro Limited and Wipro Inc.